

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FRITZ JOHN HOEFLEIN III, RAUL SOLISIII, AARON AULD, JUAN A. BUSTAMANTEJR., JESUS E. FLORES, RON JONES, DAVID MCDANIEL, MARIO MUNOZ, FERNANDO RICHARD, LARRY STANLEY, TONY G. ALANIZ, SHELDON ANDERSON, MIKE DAFFRON, LUIS GOMEZ, VICTOR M. JUAREZ, EDWARD SAN MIGUEL, WILLIAM R. STOLZ, JUAN J. PENA, AARON ROBERGE, SERGIO ALVAREZ, ANDIE CRUZ, ROEL BARRERA, TRACY WOODSON, HERMAN CRUTCHER, LARRY WILHELM, TOBY B. LEDOUX, JESSE VERA, PEDRO GALLEGOS, BRUCE A. JOHNSON, HANK MOSER, BURTON BIENVENUE, ROBERT D. TAYLOR, RYAN BENN,

Plaintiffs,

VS.

CRESCENT DRILLING AND
PRODUCTION, INC., CRESCENT
DRILLING FOREMAN, INC.,

Defendants.

SA-19-CV-01194-FB

ORDER

Before the Court in the above-styled cause of action are Defendants’ Limited Objections to Order Denying Emergency Motion to Order Opt-In Period Closed and Strike Late Consent Forms or, Alternatively, Set New Deadline for Closure of Opt-In Period [88]. By their motion, Defendants lodge certain objections to the Court’s September 11, 2020 Order denying Defendant’s emergency motion to close the opt-in period in this collective action arising under the Fair Labor Standards Act, 29 U.S.C. 201, *et seq.* (“FLSA”). Defendants request that the

Court modify or remove certain language in the Order, which stated that “the Court admonished Defendants’ counsel at the hearing” that emergency motions are reserved for true emergencies and that nothing in Defendants’ motion addressed anything of an emergency nature.

Defendants’ motion seems primarily concerned with the Court’s use of the word “admonish,” which is sometimes used for the purpose of formal admonishment in the context of a court-issued sanction. The Court clarifies here that the word “admonish” was used in the Order in the ordinary sense of the word, which means “to express warning or disapproval to especially in a gentle, earnest, or solicitous manner.” *See* Merriam-Webster, <https://www.merriam-webster.com/dictionary/admonish> (last visited Sept. 28, 2020). Defendants also argue that the Court incorrectly referenced an oral admonishment given at the hearing regarding the styling of Defendants’ motion as an emergency. The undersigned has reviewed the hearing transcript and agrees with Defendants that there was no oral admonishment given on this issue and will therefore remove this reference in the Order. Nonetheless, the undersigned will reiterate what was written in the September 11, 2020 Order—that “emergency” motions are reserved for true emergencies that if not addressed immediately are no longer remediable and that Defendants’ motion did not raise an emergency issue.

IT IS THEREFORE ORDERED that Defendants’ Limited Objections to Order Denying Emergency Motion to Order Opt-In Period Closed and Strike Late Consent Forms or, Alternatively, Set New Deadline for Closure of Opt-In Period [#88] are **SUSTAINED IN PART**. The Court will issue an amended order denying the emergency motion.

IT IS SO ORDERED.

SIGNED this 29th day of September, 2020.



ELIZABETH S. ("BETSY") CHESTNEY
UNITED STATES MAGISTRATE JUDGE